

OCT 1 1978

9759-11

INTERSTATE COMMERCE COMMISSION, CUTLER & PICKERING

1666 K STREET, N. W.

WASHINGTON, D. C. 20006

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CABLE ADDRESS: WICRNG LONDON

October 13, 1978

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HUGH R. H. SMITH
J. ROGER WOLLENBERG
CHARLES C. GLOVER, III
MARSHALL HORNBLLOWER
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SAMUEL J. LANAHAN
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WILLIAM T. LAKE
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MICHAEL S. HELFER
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ROBERT B. McCRAW
A. DOUGLAS MELAMED

DAVID M. BECKER
HELEN I. BENDIX
BARBARA E. BERGMAN
ALAN H. BLANKENHEIMER
SUSAN LOW BLOCH
STEWART A. BLOCK
ALAN N. BRAVERMAN
LYNN BREGMAN
DANIEL L. BRENNER
RICHARD G. BURT
RICHARD W. CASS
JOHN F. COONEY
MICHELE B. CORASH
MARY CAROLYN COX
MARIE N. DOLAND
PATRICIA D. DOUGLASS
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PHILLIP L. RADO
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JOHN ROUNSAV
MICHAEL S. SCH
GAIL F. SCHULZ
KAREN KOSER S
ELIZABETH A. SP
ARTHUR B. SPIT
ALAN B. STERN
ARTHUR M. WEIS
CAROL DRESCH
ALEXANDER F. W
ANN O. WILLIAM
ROBERT G. WILE
ROGER M. WITTI

EZEKIEL G. STODDARD
ARTHUR Z. GARDINER, JR.
WILLIAM C. GIFFORD
COUNSEL

Dear Mr. Homme:

On behalf of Itel Corporation, I submit for filing and recording under Section 20c of the Interstate Commerce Act four (4) executed counterparts of an Interim Purchase Money Security Agreement and six (6) executed counterparts of an Assignment of Purchase Agreement dated as of October 1, 1978 which has as a part thereof a Consent to Assignment.

The parties to the Interim Money Security Agreement are

ACF Industries, Incorporated, as Secured
Party - Mortgagee
750 Third Avenue
New York, New York

Itel Corporation - Rail Division, as
Debtor-Mortgagor
Two Embarcadero Center
San Francisco, California.

The said Interim Money Purchase Security Agreement grants the Secured Party a continuing security interest involving the following Equipment:

100 - 70-ton 89'4" all-purpose flat cars bearing identifying numbers PW 105101 through 105200, both inclusive.

OCT 13 11 05 AM '78
FEE OPERATION BR.
I.O.O.

No. 100-1000000000
Date OCT 13 1978
Fee \$ 70.00
IC D. C.

Counterparts - David W. Keller

The parties to the Assignment of Purchase Agreement are

IteI Corporation, acting through its Rail Division,
as Assignor
Two Embarcadero Center
San Francisco, California

Wells Fargo Transport Leasing Corporation, as
Assignee
425 California Street
San Francisco, California 94104

The Equipment covered in this Assignment is as indicate
above.

Please note that these two documents should be indexed
under each of the parties listed above.

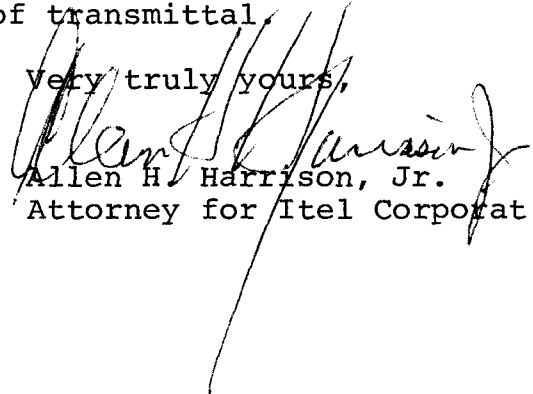
Please cross-index these documents under the Lease of F
road Equipment filed simultaneously under Recordation No. 2760

Also, please cross-index these filings under Providence
and Worcester Railroad Company.

Enclosed is a check for \$50.00 in payment of the record
tion fee for the Interim Purchase Money Security Agreement and
Assignment of Purchase Agreement, together with a check for \$20.00
to cover the two requested cross-indexings.

Once the filings have been made, please return to bearer
the stamped counterparts of the documents not required for filing
purposes, the fee receipt and the letter from the Interstate Com-
merce Commission acknowledging the filings, together with the
stamped extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for IteI Corporat

Mr. H. Gordon Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Encs.

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

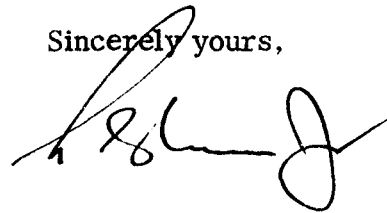
OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.,
Wilmer, Cutler & Pickering
1666 K Street, N. W.
Washington, D. C. 20006

Dear Mr. Harrison:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on October 13, 1978^t 11:10 am, and assigned recordation number(s) 9759 and 9759-A

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'H.G. Homme, Jr.', with a stylized flourish at the end.

H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

ACF INDUSTRIES, INCORPORATED ("Secured Party") with principal offices at 750 Third Avenue, New York, New York and Itel Corporation Rail Division ("Debtor"), with offices at Two Embarcadero Center, San Francisco, California, hereby agree as follows:

WHEREAS, Secured Party has entered into a certain Purchase Agreement with Debtor, for the construction and delivery of certain railroad equipment, more fully described hereinbelow, and

WHEREAS, in furtherance of an arrangement for the leasing of said equipment to Itel Corporation - Rail Division, Itel Corporation Rail Division has assigned its rights under said purchase agreement to Wells Fargo Transport Leasing Corporation,

NOW, THEREFORE, it is agreed that Secured Party hereby retains and Debtor hereby grants a continuing security interest under the Interstate Commerce Act and the Uniform Commercial Code in the Collateral described hereinbelow to secure the performance of payment of all obligations and indebtedness of Debtor to Secured Party with respect to the collateral described below.

The Collateral of this Security Agreement is railroad rolling stock equipment of the following description:

100 - 70-Ton 89'4" all Purpose
Flat Cars, bearing
identifying numbers PW105101
through 105200, both inclusive.

Secured Party shall, at its expense, cause this Security Agreement to be recorded as may be required by law in order to fully preserve and protect the rights of Secured Party hereunder.

Following payment in full of the purchase price for the Collateral, the Secured Party will, at its own expense, file, register, record or deposit in all necessary offices, such instrument or instruments in writing as may be necessary or appropriate in order to then make clear upon the public records the satisfaction, release and termination of the security interest created hereby.

(SEAL)

ACF INDUSTRIES, INCORPORATED

By: 

Secured Party

(SEAL)

ITEL CORPORATION - RAIL DIVISION

By: 

Debtor

CONSENT AND AGREEMENT:

(SEAL)

By: 

SENIOR VICE PRESIDENT

By: 

SENIOR VICE PRESIDENT

APP

 Sr

LEG.

WELL

LEAS

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 5th day of October, 1978, before me personally appear
W. C. ANDERSON, to me personally known, who being by me
duly sworn, says he is **TREASURER** of ACF INDUSTRIES,
INCORPORATED, that one of the seals affixed to the foregoing instru-
ment is the corporate seal of said corporation, that said instrumen-
t was signed and sealed on behalf of said corporation by authority of
its Board of Directors; and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said corporat

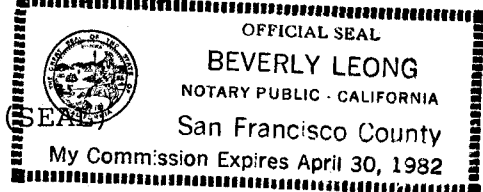
(SEAL)


Notary Public

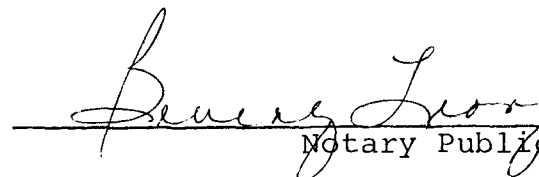
My commission expires: EDWIN F. MEYER
NOTARY PUBLIC, State of New York
No. 30-7917803
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1980

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 5th day of October, 1978, before me personally appear
EDWARD P. SCHNEIDER, to me personally known, who being by me du-
ly sworn, says that he is a Vice President of ITEL CORPORATION - RA-
DIVISION, that one of the seals affixed to the foregoing instrument
is the corporate seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority of its
Board of Directors; and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporation.



My commission expires: April 30, 1982


Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 10th day of October , 1978, before me personally appeared Ronald E. Dean , to me personally known, who being by me duly sworn, says that he is a Senior Vice President of WELLS FARGO TRANSPORT LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Margaret Shypert
Notary Public

My commission expires: 4-4-81



STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 10th day of October , 1978, before me personally appeared Charles A. Greenberg , to me personally known, who being by me duly sworn, says that he is a Senior Vice President of WELLS FARGO TRANSPORT LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Margaret Shypert
Notary Public

My commission expires: 4-4-81

